

## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made on this the \_\_\_\_ day of \_\_\_\_\_, 2025 BETWEEN (1) MR. BISWANATH MONDAL, (PAN- ASSPPM9508C), AADHAAR NO. 9687 5628 0836, (2) MR. KASHINATH MONDAL, (PAN- BEEPMM9568M), AADHAAR NO. 3722 0803 2694 and (3) MR. BIPLAB KUMAR MANDAL, (PAN- AHSPM8209Q), AADHAAR NO. 2293 6425 5124, all sons of Late Shyam Sundar Mondal, all by religion – Hindu, all by Nationality – Indian, all by occupation – Business, all are residing at 7, Garfa Lane, Shitala Mandir, P.O. Santoshpur, P.S. formerly Purba Jadavpur now Survey Park, Kolkata-700 075, in the District of South 24-Parganas, hereinafter jointly called and referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART** being represented by their constituted attorney namely **POPULAR ENTERPRISE, (PAN- ABDFP7001N)**, a Partnership Firm having its registered office at 7, Garfa Shitala Mandir Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, in the District of South 24-Parganas, represented by its Partners namely (1) **SRI SANDIP KUMAR BOSE, (PAN- AGMPB5205E), AADHAAR NO. 2779 6128 0017**, son of Late Dinesh Chandra Bose, by faith – Hindu, by occupation – Business, residing at 290, Boral Lake Pally, P.O. Boral, P.S. Sonarpur, Kolkata – 700150, in the District of South 24-Parganas, (2) **SRI AJOY SARDAR, (PAN- AXDPS0593A), AADHAAR NO. 5454 9611 4548**, son of Late Prabhat Kumar Sardar, by faith – Hindu, by occupation – Business, residing at 7, Garfa Shitala Mandir Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, in the District of South 24-Parganas and (3) **SRI RAMCHANDRA MONDAL, (PAN- BIBPM8896C), AADHAAR NO. 5446 6638 8626**, son of Late Kalipada Mondal, by faith – Hindu, by occupation – Business, residing at 11, Garfa Shitala Mandir Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, in the District of South 24-Parganas, appointed vide registered Development Power of Attorney dated 07.05.2025, which was registered in the office of the D.S.R. III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2025, Pages 566895 to 566915, Being No. 160308288 for the year 2025.

### AND

**POPULAR ENTERPRISE, (PAN- ABDFP7001N)**, a Partnership Firm having its registered office at 7, Garfa Shitala Mandir Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, in the District of South 24-Parganas, represented by its Partners namely (1) **SRI SANDIP KUMAR BOSE, (PAN- AGMPB5205E), AADHAAR NO. 2779 6128 0017**, son of Late Dinesh Chandra Bose, by faith – Hindu, by occupation – Business, residing at 290, Boral Lake Pally, P.O. Boral, P.S. Sonarpur, Kolkata – 700150, in the District of South 24-Parganas, (2) **SRI AJOY SARDAR, (PAN- AXDPS0593A), AADHAAR NO. 5454 9611 4548**, son of Late Prabhat Kumar Sardar, by faith – Hindu, by occupation – Business, residing at 7, Garfa Shitala Mandir Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, in the District of South 24-Parganas and (3) **SRI RAMCHANDRA MONDAL, (PAN- BIBPM8896C), AADHAAR NO. 5446 6638 8626**, son of Late Kalipada Mondal, by faith – Hindu, by occupation – Business, residing at 11, Garfa Shitala Mandir Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, in the District of South 24-Parganas hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors, administrators, executors, legal representatives and assigns) of the **SECOND PART**.

AND

- (If the Allottee is a company)
    - .....(CIN No.....) company incorporated under the provisions of companies Act(1956or2013)as case may be,having a registered office at.....
    - (pan no.....)
    - )represented by a authorised signatory(Aaddhar no.....)duly authorised by board regulations dt....
    - hereinafter referred as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include it's successors-in-interest,
    - executors,administrators, and permitted assigns,including those of the respective partners)
  - [OR]
    - (If the Allottee is a partnership)
      - .....a partnership firm registered under Indian partnership Act,1932 , having a principal place of business at.....(pan no.....)represented by its authorised partner .....
      - (Aaddhar no.....)authorised vide.....
      - hereinafter referred to as ALLOTTEE
      - (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include it's successors-in-interest,executors,administrators and permitted assigness, including those of respective partners)
  - [OR]
    - [If the Allottee is an Individuals]
      - "Allottee " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/ her heirs,executors, administrators, successors-in-interest and permitted assigness)
  - [OR]
    - [ If the Allottee is a HUF]
      - Mr.....(Aaddhar .....son of .....aged about.....for self and as the karta other Hindu joint Mitakshara Family known .....HUF,
      - having its place of business/resistance
      - .....(PAN.....)
      - hereinafter referred to as the" Allottee"
      - (which expression shall unless repugnant to the subject or context be deemed to mean and include his/her heirs, successors,administrators
      - legal representatives and assigns) of the
- THE THIRD PART

WHEREAS one Shyam Sundar Mondal alias Shyama Pada Mondal, son of Late Akshay Kumar Mondal was a recorded owner of ALL THAT piece and parcel of land measuring more or less 13 Cottahs 8 Chittacks 35 Sq.ft. (the split up of the sand being:- 7 decimals Vita land in R.S. & L.R. Dag No. 779, under R.S. Khatian No. 80, L.R. Khatian No. 836, 8 decimals Vita land in R.S. & L.R. Dag No. 779, under R.S. Khatian No. 454, L.R. Khatian No. 837, 3.34 decimals pukur land in R.S. & L.R. Dag No. 778, under R.S. Khatian No. 80, L.R. Khatian No. 836 and 4.02 decimals Pukur land in R.S. & L.R. Dag No. 778, under R.S. Khatian No. 454, L.R. Khatian No. 837, OF Mouza – Garfa, J.L. No. 19, comprised in R.S. & L.R. Dag No. 779 & 778, appertaining to R.S. Khatian Nos. 80 & 454, corresponding to L.R. Khatian No. 836 & 837 of P.S. Kasba then Purba Jadavpur at present Survey Park, District – South 24 Parganas and enjoying the same free from all encumbrances.

AND WHEREAS subsequently for some legal reason said Shyam Sundar Mondal alias Shyama Pada Mondal, sold and transferred a portion of land measuring more or less 2 Cottahs comprised in R.S. & L.R. Dag No. 778, appertaining to R.S. Khatian Nos. 80, corresponding to L.R. Khatian No. 836 of Mouza - Garfa, J.L. No. 19, P.S. Kasba then Purba Jadavpur at present Survey Park, District – South 24 Parganas, Kolkata – 700 075 unto and in favour of Samir Guha, son of Pabitra Prasanna Guha of 78, Garfa Mandir Lane, Kolkata – 700 075.

AND WHEREAS a part or portion of land in L.R. Dag No. 778 under L.R. Khatian No. 837, measuring about 1 Cottah 30 Sq.ft. used as common passage the remaining portion or neat land measuring more or less 10 Cottahs 8 Chittacks 5 Sq.ft. excluding the common passage.

AND WHEREAS said Shyam Sundar Mondal alias Shyama Pada Mondal mutated the said land in his favour before the Kolkata Municipal Corporation Ward No. 104, vide Assessee No. 311041900676, being known and numbered as K.M.C. Premises No. 67, Garfa Sitala Mandir Road having its Postal Address 7, Garfa Lane Sitala Mandir, P.S. Kasba then Purba Jadavpur at present Survey Park, District – South 24 Parganas, Kolkata – 700 075 and enjoying the same free from all encumbrances.

AND WHEREAS said Shyam Sundar Mondal alias Shyama Pada Mondal while had been enjoying his aforesaid property died intestate on 15.01.2018, leaving behind him his three sons namely Sri Biswanath Mondal, Sri Kashinath Mondal & Sri Biplab Mondal and one married daughter namely Mithu Mondal as his legal heirs and successors and each having  $1/4^{\text{th}}$  share of the aforesaid property left by said deceased Shyam Sundar Mondal alias Shyama Pada Mondal. Be it mentioned here that Namita Mondal, wife of Shyam Sundar Mondal alias Shyama Pada Mondal died long ago. She died on 25.12.1999.

AND WHEREAS thus by virtue of inheritance said Sri Biswanath Mondal, Sri Kashinath Mondal, Sri Biplab Mondal and Mithu Mondal, became the absolute joint owners of the aforesaid property left by their father Late Shyam Sundar Mondal alias Shyama Pada Mondal and started enjoying the same jointly free from all encumbrances.

AND WHEREAS said Sri Biswanath Mondal, Sri Kashinath Mondal, Sri Biplab Mondal, out of their natural love and affection transferred an undivided  $3/4^{\text{th}}$  share of Vita land measuring more or less 2 Cottahs 5 Chittacks 25.5 Sq.ft. out of 3 Cottahs 2 Chittacks 4 Sq.ft., being Plot No. "B" comprised in R.S. & L.R. Dag No. 779 appertaining to R.S.

Khatian No. 80, corresponding to L.R. Khatian No. 836, within the limits of the Kolkata Municipal Corporation Ward No. 104, lying and situate at the portion of Premises No. 67, Garfa Sitala Mandir Road, P.S. Survey Park, Kolkata – 700 075 unto and in favour of their sister namely Mithu Mondal, by and under a Deed of Gift which was duly registered on 24.05.2024 before the office of the D.S.R. III, Alipore and recorded in Book No. I, Volume No. 1603-2024, Pages from 237717 to 237734, Being No. 160308781 for the year 2024.

AND WHEREAS by virtue of inheritance said Mithu Mondal, became the owner of undivided  $1/4^{\text{th}}$  share of Vita land i.e. measuring more or less 12 Chittacks 23.5 Sq.ft. and by virtue of aforesaid Deed of Gift became the owner of undivided  $3/4^{\text{th}}$  share of Vita land i.e. measuring more or less 2 Cottahs 5 Chittacks 25.5 Sq.ft. Thus said Mithu Mondal, became the sole and absolute owner of ALL THAT piece and parcel of Vita land measuring more or less 3 Cottahs 2 Chittacks 4 Sq.ft., being Plot No. "B" comprised in R.S. & L.R. Dag No. 779 appertaining to R.S. Khatian No. 80, corresponding to L.R. Khatian No. 836, within the limits of the Kolkata Municipal Corporation Ward No. 104, lying and situate at the portion of Premises No. 67, Garfa Sitala Mandir Road, P.S. Survey Park, Kolkata – 700 075.

AND WHEREAS said Mithu Mondal, out of their natural love and affection transferred a Vita land measuring more or less 3 Cottahs 2 Chittacks 4 Sq.ft., being Plot No. "B" comprised in R.S. & L.R. Dag No. 779 appertaining to R.S. Khatian No. 80, corresponding to L.R. Khatian No. 836, within the limits of the Kolkata Municipal Corporation Ward No. 104, lying and situate at the portion of Premises No. 67, Garfa Sitala Mandir Road, P.S. Survey Park, Kolkata – 700 075 unto and in favour of her brothers namely Sri Biswanath Mondal, Sri Kashinath Mondal, Sri Biplab Mondal, by and under a Deed of Gift which was duly registered on 24.05.2024 before the office of the D.S.R. III, Alipore and recorded in Book No. I, Volume No. 1603-2024, Pages from 240286 to 240304, Being No. 160308786 for the year 2024.

AND WHEREAS after execution of the said registered Deed of Gift in favour of present joint Owners on 24.05.2024, the present joint owners herein became the joint lawful owners of ALL THAT piece and parcel of Bastu land, Scheme Plot No. B, measuring about 3 Cottahs 2 Chittacks 4 Sq.ft. lying or situated in Mouza – Garfa, J.L. No. 19, R.S. No. 2, comprised in R.S. Dag No. 779, corresponding to L.R. Dag No. 779, appertaining to R.S. Khatian No. 80, corresponding to L.R. Khatian No. 836, within the A.D.S.R. at Sealdah, District Sub-Registrar Office at Alipore, which is at present within the jurisdiction of The Kolkata Municipal Corporation, under Ward No.104, Police Station – formerly Purba Jadavpur now Survey Park, in the District of South 24-Parganas, being K.M.C. Premises No. 67/3, Garfa Sitala Mandir Road, Assessee No. 31-104-19-0317-3, Ward No. 104, being mailing address 7, Garfa Sitala Mandir Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, Br. No. XI and now in peaceful possession and enjoyment of the aforesaid land and structure, free from all encumbrances and mutated their names as the absolute joint owners of the same by complying all the formalities thereof and also by paying the up to date Municipal Taxes and other impositions from time to time.

AND WHEREAS the joint Owners, being the First Part herein, while in peaceful possession of the aforesaid property have now decided to constructed a new 3 storied building, consisting of several residential flats on the different floor of the said premises at K.M.C. Premises No. 67/3, Garfa Sitala Mandir Road, Assessee No. 31-104-19-0317-3, Ward No. 104, being mailing address 7, Garfa Sitala Mandir Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, Br. No. XI for their own residence as well as to sell the surplus of flats or residential units to the interested Buyers/ Purchasers at a reasonable consideration after obtaining a sanctioned Building Plan from the Kolkata Municipal Corporation.

AND WHEREAS the Owners herein, have also decided that, due to their lack of technical knowledge experience and expertise in the field of construction, they will appoint a most reliable, experienced and a sound Developer (both technically and financially) for the purpose of development and construction of the new 3 storied building at K.M.C. Premises No. 67/3, Garfa Sitala Mandir Road, Ward No. 104, being mailing address 7, Garfa Sitala Mandir Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, Br. No. XI.

AND WHEREAS the Developer herein, coming to know the facts of such desire of the joint owners herein, has made a proposal in relation to the aforesaid development of the said property before the joint owners. The joint owners after necessary investigation and thorough understanding with the Developer herein, have agreed to develop the said premises by the Developer. Both the parties hereto have mutually analysed, discussed and agreed to execute a Development Agreement under certain terms and conditions to satisfy the interest of the both the parties thereto. The Owners herein for their own advantage and benefits, have agreed to appoint POPULAR ENTERPRISE, as the developer of the said property for constructing the proposed 3 storied as per the sanctioned building plan. The Developer herein, have also agreed to develop the said property by constructing the proposed 3 storied building as per the sanctioned building plan at it's own risk, cost and expenses under certain terms and conditions which has been decided mutually by and between the parties herein, without involving the joint owners in the matter of the hazards of construction.

AND WHEREAS it is mutually settled by and between the joint Owners and the Developer herein, that the Owners will be entitled the following :-

The joint Owners, shall be entitled to 3 Numbers of self contained Flats in total, out of which (1) one self contained 2BHK Flat, Ground Floor, North- East side, (2) one self contained 2BHK Flat, on the First Floor, South- West side and (3) one self contained 2BHK Flat, on the Second Floor, North- East side and one Car Parking Space on the Ground Floor in the proposed 3 storied building.

AND WHEREAS the balance area of the sanctioned F.A.R. comprised of the balance self contained Flats 5 Numbers of self contained Flats in total, out of which (1) one self contained 2BHK Flat, Ground Floor, South- West side, (2) one self contained 2BHK Flat, on the First Floor, North- East side, (3) one self contained 1BHK Flat, on the First Floor, North- West side, (4) one self contained 2BHK Flat, on the Second Floor, South- West side and (4) one self contained 1BHK Flat, on the Second Floor, North- West side, in the proposed 3 storied building will be vested on the Developer herein as the Developer's Allocation without any objection and/or claim of the joint Owners herein subject to payment of the Owners' Allocation (both physically and financially) in the proposed 3 storied Building in the aforesaid Premises, save and except the Owners' Allocation.

AND WHEREAS both the Owners and the Developer herein, have amicably discussed, negotiated, agreed and finally settled that, the proposed 3 storied building shall be completed within the stipulated time period of 24 months from the date of sanction of the proposed building Plan from K.M.C. authority, as per the sanctioned building plan and after completion of the aforesaid building.

AND WHEREAS the Third Party herein being the Developer herein after considering the proposal of the First Party – the Owners, herein have agreed to raise a building as per sanction plan to be sanctioned by the Kolkata Municipal Corporation at their own costs and/or their nominees' cost on the property described in the First Schedule below on certain terms and conditions to which the First Party agreed.

AND WHEREAS the Developer have decided to take the project for construction of one 3 storied building on the said plot of land at their own costs strictly in

accordance with the plan to be sanctioned by the Kolkata Municipal Corporation upon demolition of the existing building standing thereon and the owners have agreed and accepted the said proposal upon terms and conditions mentioned in the registered Development Agreement dated 07.05.2025 made between the owners and the developer therein. The said Development Agreement was registered in the office of the D.S.R. III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No .1603- 2025, Pages 238314 to 238336, Being No. 160308274 for the year 2025.

AND WHEREAS the Owners herein have executed a Development Power of Attorney in favour of the developer herein which was registered in the office of the D.S.R. III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No .1603- 2025, Pages 566895 to 566915, Being No. 160308288 for the year 2025.

AND WHEREAS the Developer herein obtained a sanctioned building plan in the names of (1) MR. BISWANATH MONDAL, (2) MR. KASHINATH MONDAL and (3) MR. BIPLAB KUMAR MANDAL, being sanctioned building Plan No. 2025110178 dated 15.09.2025, Borough – XI, of KMC to construct one Three storied building on the First Schedule land written hereunder.

AND WHEREAS the developer in terms of the registered Development Agreement and registered Development Power of Attorney entered into this Agreement with the Purchaser and the Purchaser has agreed to purchase one Flat No. F- 2, measuring 397 Sq.ft. super built up area on First floor North- West side of the proposed 3 storied building having the specification annexed hereto at or for the price of Rs. 16,00,000.00 (Rupees Sixteen Lac only), subject to the provision herein contained.

AND WHEREAS the purchaser has examined the title of the owners to the said land/ premises and has seen the documents of title of owners' possession and are satisfied with the owners' title etc. to the said property. The purchaser has also inspected the said sanction plan.

AND WHEREAS the Developer and the Owners declared that the said property is not subject to any encumbrances and the said property is having a good marketable title.

AND WHEREAS the Purchaser has agreed to purchase and the Developer and the Owners have agreed to sell on ownership basis the said Flat No. E, measuring 397 Sq.ft. super built up area on First floor North - West side of the 3 storied building along with undivided proportionate share of total land measuring 03 Cottahs 2 Chittacks 4 Sq.ft. be the same a little more or less being K.M.C Premises No. 67/3, Garfa Sitala Mandir Road, Ward No. 104, being mailing address 7, Garfa Sitala Mandir Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, Br. No. XI, on the following terms and conditions:-

Now therefore, in consideration of the mutual representation,convents,assurances,promises and agreement contained herein and other goods and valuable consideration ,the parties agrees the follows:

#### 1.TERMS:

Subject to terms and conditions as details in this agreement, the promoter agrees to sell to the allottee and Allottee hereby agree to purchase, the agreement as specified in this agreement.

The total price for the flatmates on the carpet area is Rs. 000°00000(Rupees.....)THE break up thereof as given under Flat no....., Floor:.....Rate of Apartment per square ft....Rs.....,Total Price (inrupees).....

AND

Covered/Open Car parking space.....

Sq.ft. and price Rs.....

Total price Rs.....(Rupees.....only)

## Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, G.S.T., CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter up to the date of possession of the apartment.
- Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of Apartment includes: 1) pro rata share in the common areas, and 2) ..... Garage(s)/closed parking (s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

The Allottee shall make the payments as per the payment plan set out in **Schedule "C" ("Payment Plan")**.

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the

carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee(s) within forty-five (45) days with annual interest at the rate 10% per annum, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than three (3%) percent of the carpet area of the said Apartment, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

(i) The Allottee shall have exclusive ownership of the Apartment.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the Association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, Lift, Water line and Plumbing, finishing with paint, Marbles/Tiles, Doors, Windows in the common areas maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

It is made clear by the Promoter and the Allottee agrees that the Apartment shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the project, namely **ASHIRBAD** shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charge including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any

liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees. The Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs. 58,00,000/- (five percent of price of flat (five percent only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he/she/they shall be liable to pay interest at the rate specified in the Rules.

## **2 MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (through a/c. Payee cheque/demand draft/ bankers cheque or online payment) in favour of Popular enterprise, Kolkata

## **3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

The Allottee, if resident outside India, shall be sole responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement. It shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment

#### 4 **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

#### 5 **TIME IS ESSENCE:**

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Schedule E ("Payment Plan")

#### 6 **CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Building Rules, 2007 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

#### **POSSESSION OF THE APARTMENT:**

**7.1 Schedule for possession of the said Apartment:-** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on 31<sup>st</sup> Day of December, 2024, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be

implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be. Promoter shall offer the possession to the Allottee in writing within ..... days of receiving the occupancy certificate of the Project.

**7.3 Failure of Allottee to take Possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay maintenance charges as applicable.

**7.4 Possession by the Allottee** – After obtaining the occupancy certificate and handing over physical possession of the Apartments in the building to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the Association of Allottee or the Competent Authority, as the case may be, as per the local law.

**7.5 Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee after deducting the tax which was already been paid to the government by the promoter shall be returned by the promoter to the allottee within 45 days of such cancellation.

**7.6 Compensation**- The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1, or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottees does not intend to withdraw from the project, the promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

#### **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Owner has absolute, clear and marketable title with respect to the said Land; the Promoter has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Owner and Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Owner and Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owner and Promoter confirm that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.

- (ix) At the time of execution of the conveyance deed the Owner and the Promoter shall handover lawful vacant peaceful physical possession of the Apartment to the Allottee and the common areas to the Association of Allottees.
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges, and taxes and other money, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (xiii) That the property is not Waqf property.

#### **9 EVENTS OF DEFAULTS AND CONSEQUENCES:**

Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid deducting the govt. Tax which was already been paid by the Allottee under any head whatsoever towards the purchase of the apartment, within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid by the Promoter, interest at the

rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment.

The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the payment plan Schedule 'C' annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules,
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated:

#### 10 CONVEYANCE OF THE SAID APARTMENT:

The Promoter on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp registration charges and all other incidental and legal expenses etc. demanded within the period mentioned in the demand letter, the Allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any action taken or deficiencies/penalties imposed by the competent authority(ies).

13/25

#### 11 MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of Allottees upon the issuance of the Completion Certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

##### Maintenance Charges (Excluding GST/ Service Tax)

- i) Maintenance Deposit cost to be paid per month per Sq. ft @ Rs. 60/- from the date of possession for 24 months out of which 12 months deposits amount is adjustable and another 12 months deposited amount shall remain as security money which shall be refunded by the Developer after hand over the project by the Developer to the Owner Association / Syndicate/ Maintenance committee after adjusting there from all dues if there would be any on account of such purposes which will bear no interest and will be adjusted to the credit of or refunded of such purposes which will bear no interest

and will be adjusted to the credit of or refunded to the purchaser on the determination of agreement, if so by any reason whatsoever

- ii) The actual amount of security deposit charged by the competent authority is payable by the purchaser for his personal electric meter for his unit(s)/flat(s)/car parking space(s).

## **12 DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charges, within 30 (thirty) days and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

## **13 RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

## **14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/Maintenance Agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise with a view to set right any defect.

## **15 USAGE:**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the **ASHIRBAD**, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services.

## 16 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in goods and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc of the Building is not in any way damage or jeopardized. That Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or Maintenance Agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

## 17 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular, That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her own cost.

## 18 ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the project after the building plan has been approved by the Competent Authority(ies) except for as provided in the Act.

## 19 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

## 20 **APARTMENT OWNERSHIP ACT**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

## 21 **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, as and when intimated by the Promoter. If the Allottee(s) fails execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or do not appear before concerned the Sub-Registrar/Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default and if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

## 22 **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, as the case may be.

## 23 **RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties

## 24 **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

## 25 **WAIVER NOT A LIMITATION TO ENFORCE:**

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment

of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

## 26 SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreements shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the rules and Regulations made thereunder or the applicable law as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

## 27 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total Carpet area of all the Apartments in the Project.

## 28 FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

## 29 PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's office or at some other places which may be mutually agreed between the Promoter and the Allottee, at Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at any of the jurisdiction of the Sub-Registrar at Cossipore, Dum Dum and Additional Registrar of Assurances at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

## 30 NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the

Allottee or the Promoter by Registered Post at their respective addresses specified below :

\_\_\_\_\_ (Name of Allottee)

\_\_\_\_\_ (Allottee Address)

Popular enterprise (Name of Promoter)

having its registered office at 11 Garfa sitala Mandir Road  
Kolkata - 75 District South 24 Parganas. (Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

### 31 JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

### 32 GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

### 33 DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

### **34. RERA DISCLAIMER :**

The content on the website (after creating), including but not limited to pictures, renderings of projects, images, copy, and other items, collectively referred to as "Website Content" are purely indicative in nature, and are an artist's conception and are NOT actual depiction of buildings or landscapes or facilities.

The Website Content will be created keeping in mind the RERA Act and may include content related to future phases of a project or a different project altogether, and in no way constitutes any advertisement for the present phase of the project or the project currently being advertised, as the case may be.

In any project, the common areas, amenities and facilities shall be available for the entire project and will be developed in a phase-wise manner, over a period of time, and will be completed and handed over after all the phases of the project are completed.

The customer or prospective customer understands that the Website Content shall not be deemed to constitute any advertisement, invitation, solicitation, offer or sale of any product offerings and we shall not accept any such bookings based on reliance of such currently available information, images and material on the website and further shall not be responsible for any consequences of any action taken by any person or authority relying on material / information or otherwise.

You are required to verify all the details, including area, amenities, services, terms of sales and payments and other relevant terms independently with the developer's sales team only, by physically visiting the project site and by visiting the MahaRERA website for the registered projects.

You are requested NOT to visit any unauthorized or unverified website/broker (online/offline) to receive any information about any projects of the Promoter or any subsidiaries/sister concerns.

Information about projects on the website(s) is indicative. Artist's impressions, products, features, furniture, floor coverings, curtains, mirrors, wall hangings, light fittings, furnishings are shown as illustrations and for reference only. The final price of the product and the does not include these items.

The Promoter or its management are not liable for any loss, damage, errors; directly or indirectly, consequential or incidental, suffered or incurred by any person/s due to any use and/or inability to use this site or information or its links, hyperlinks. In no event will the Promoter be liable for claim made by the users including seeking any cancellation for any of the inaccuracies.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee:

(1) Signature \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

(1) Signature \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Owner:

(1) Signature \_\_\_\_\_

At Kolkata on \_\_\_\_\_ in the presence of:

**WITNESSES :**

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE 'A'****Part-1**

All that piece of bastu land,scheme-plot no. B measuring about 03 cottah 2chittak 4Sqft lying and situated in Mouza-Garfa, JL no. 19,RS &LR dag no.779,RS khatian no.80 ,LR khatian no.836 within the ADSR at sealdah,district sub-regiter office at Alipore ,which is at present within the jurisdiction of KMC,under Ward104,police station-Survey parking,in the district south 24\_parganas, being KMC premises no.67/3 GAFA SITALA mandir road, Assessee no.311041903173,ward-104, being mailing address-7 Garfa sitala mandir road, P.O- Santoshpur, P.S-Survey parking, Kolkata-700075 which is butted and bunded by:

On the North:PlotA and 12'wide common road.

On the south:G+3 Storied building

On the East: House of Samir Guha

On the West:House of Lakshman Mondal.

**(APARTMENT)**

ALL THAT the Apartment No. .... with Carpet Area of ..... square feet (Super built up area ..... Sq. ft.) approx. constructed in the ratio of the such covered area of the Apartment on the same proportion out of the total area of the land on the ..... floor, of "Lal Taru Villa"

**SCHEDULE 'B'****FLOOR PLAN OF THE APARTMENT ATTACHED HERETO****SCHEDULE-C****PAYMENT SCHEDULE**

|    |                                                               |     |
|----|---------------------------------------------------------------|-----|
| .  | On Application                                                | 05% |
| .  | Within 30 days from Application                               | 15% |
| .  | On Foundation                                                 | 10% |
| .  | On Casting of slab of the Apartment                           | 20% |
| .  | On Brickwork of the Apartment                                 | 10% |
| .  | On Internal plaster of the Apartment                          | 10% |
| .  | On Installation of Windows of the Apartment                   | 05% |
| .  | On laying of wiring and plumbing of the Apartment             | 10% |
| .  | On laying of Flooring of the Apartment                        | 10% |
| ). | On or before completion of the Apartment & possession thereof | 05% |

GST EXTRA

**SCHEDULE 'D'****SPECIFICATIONS, AMENITIES, FACILITIES****(WHICH ARE PART OF THE APARTMENT)**

|                             |                                                                                                                                                                                                                                    |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>STRUCTURE</b>            | : R.C.C Frame Structure                                                                                                                                                                                                            |
| <b>WALLS FLOOR</b>          | : Outer wall 8" thick, inner wall 5" and/or 3" thick, All floors are floor tiles except kitchen and bath room marble.                                                                                                              |
| <b>DOOR</b>                 | : All frames of good quality wood, all are completed by flush door with all the fittings i.e. lock, safety chain, eye ball, stopper, handle etc. as per developer test and Collapsible gate on main entrance gate on 4 owners flat |
| <b>WINDOWS</b>              | : Aluminium Channel with outside grill.                                                                                                                                                                                            |
| <b>KITCHEN</b>              | : Cooking platform with 3" glaze tiles, one sink, one exhaust fan point, one water points with C.P. Bib cock (one) on builder test.                                                                                                |
| <b>TOILETS</b>              | : Glazed Tiles Up To 6 Feet Height From Floor Level Concealed Piping. Shower Point, W.C. Attached Toilet 5' Tiles and attached toilet with plan commode/pan and geezer.                                                            |
| <b>FLOORING</b>             | : All flooring will be tiles except kitchen and toilets are finished with marble flooring.                                                                                                                                         |
| <b>ELECTRICAL</b>           | : All wiring will be copper with concealed, and switch fitting. (wire hovels and switches Anker brand)                                                                                                                             |
| <b>INTERIOR WALL COATS</b>  | : All interior walls will be finished with a coat of plaster of Paris.                                                                                                                                                             |
| <b>EXTERNAL</b>             | : Paint with Asian paint or equivalent                                                                                                                                                                                             |
| <b>BALCONY</b>              | : Fitting with half grill.                                                                                                                                                                                                         |
| <b>LIFT</b>                 | : 4 Persons with manual operation.                                                                                                                                                                                                 |
| <b>EXTRA WORK</b>           | : Any extra work and facilities other than the standard schedule shall be charged extra as decided by the builder/developer or their engineer and such amount shall be deposited before execution work.                            |
| <b>RULES AND REGULATION</b> | : As per Govt. rules applicable for Flats/Apartments                                                                                                                                                                               |

**SCHEDULE "E"****(Common areas and facilities)**

1. Stair, Staircase, Stair landings on all the floors and stair room.
2. Lift, Lift landings on all the floors and lift machine room.
3. Common passage.
4. Drainage system, Sewerage system with Fittings.
5. Common user right of Roof of the said building and roof parapet.
6. Water pump, water line, water pipes and other common plumbing installations.
7. Common electrical fittings and wirings.
8. Boundary wall and main entrance and exit gates, whole exterior of the building such other common parts, equipment's, installations, fixtures, fittings and spaces within the said building which are necessary for passage to the user and occupancy of the said flat/ unit in common.
9. The foundations, columns, girders, beams, supporting main walls, the main gate of the premises and the passage leading to the building and the staircase.
10. The installation for common service such as the drainage system in the premises, supply arrangements in the premises, electric connection and telephone connection to the premises.
11. Underground and overhead water reservoir in the Ground floor and the Top Floor of the building, pump, motor, pipes.

**SCHEDULE - F****(COMMON EXPENSES)**

1. The expenses for maintaining, repairing, reconstructing and renewing the main structure, exteriors and in particular thereof the drainage system, main water discharge arrangement and the arrangement for supply of water, electricity and all common areas and services contained in the Third Schedule.
2. The cost of cleaning and lighting the entrance of the building and the passage and spaces around the building, lobby corridors, staircase etc.
3. Cost of repairing and decorating the exterior of the premises.
4. All Municipality Taxes and rates and all outgoing charges, surcharges and impositions now in force or which may hereafter be imposed on the said premises including interest or penalty accrued thereon.
5. Salary, wages, fees and remuneration of lawyers, engineers, accountants, caretaker, technicians, plumbers, electricians, masons, carpenters for maintenance and protection of the said premises and all administrations and management of the affairs thereof.
6. The cost of working and maintenance and pump and service charges.
7. All expenses of common services and in connection with common areas and facilities.

8. Premium for insurance of the premises against earthquake and fire, if any.
9. Such expenses as are necessary for or incidental to the said maintenance and upkeep of the premises and of the common areas, facilities and amenities.

### **SCHEDULE - G**

#### **(Common Obligations & Rules and Regulations)**

- 1) The share or interest in the land underneath is impartible and the PURCHASER shall not claim partition of the undivided proportionate share in the land and/or the common parts of the Building and/or in respect of the common service and utilities therein.
- 2) The PURCHASER shall apply for mutation of the Second Schedule property in his own name and apply for and have the said separately assessed for the purpose of Municipality rates and taxes.
- 3) The PURCHASER shall use the said Unit and all common portions peacefully with the other co-owners.
- 4) The PURCHASER shall co-operate with the Association and/or other Unit Owners in the Building for upkeep and proper maintenance and protection of the common portions.
- 5) The PURCHASER shall regularly and punctually pay the proportionate share of the common expenses and/or debts and in the manner provided for elsewhere in the Agreement and in case of default in making payment by the PURCHASER, the Association shall have the additional right without prejudice to its other rights to stop the electricity, water or other utilities to the said Unit to realize the due amounts from the PURCHASER.
- 6) The PURCHASER shall not do any of the following acts, deeds and things :
  - a) Violate any of the rules and/or regulations laid down for the common purpose and of the users of the common portions.
  - b) Injure, harm or damage the common portions of any other Unit in the Building by making any alternative or withdrawing any support or otherwise.
  - c) Carry out repairs in a manner so as not to affect the structural stability of the building.
  - d) Keep or store any offensive, combustible, obnoxious, dangerous or hazardous article in the said Unit.
  - e) Affix or draw any cable, wire, pipeline from and through any common portions or outside wall of the Building or other Units.

- f) Keep any heavy articles on the floor or operate any machine other than the usual home appliance.

#### **SCHEDULE - H**

##### **(Easements and Quasi-Easements)**

The Co-Owners/Vendors shall allow each other and the Association, upon its formation, the following rights, easements, quasi-easements, privileges and/or appurtenances :

- i) The right common passage, user and movement in all common portions.
- ii) The right of passage of utilities, including, connection for telephones, televisions, pipes, cables etc. through each and every part of the new building, including the said Unit.
- iii) Rights of support, shelter and protection of each portion of new building by other and/or other thereof.
- iv) The absolute, unfettered and un-encumbered right over the common portions SUBJECT TO the terms and conditions herein contained save and except car parking space/s.
- v) Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the said Unit
- vi) Right to install television antenna at such place on the roof of the new building as may be demarcated by the Developer or the Association, upon formation for such purpose, from time to time without in any manner, disturbing any Co-Owners entitled exclusively to the same.